

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

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ETHEL D. WACKETT CLK
MIDDLE DISTRICT COURT
MIDDLE DISTRICT ALA

UNITED STATES OF AMERICA,

Plaintiff,

v.

TOM J. BOMBERGER, JR.

Defendant

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)
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) CIVIL ACTION NO. 3:07cv 32-MHT
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)

COMPLAINT

The Plaintiff, United States of America, by and through Leura G. Canary, United States Attorney for the Middle District of Alabama, for cause of action alleges:

1. The United States brings this civil action under the Federal Debt Collection Procedures Act of 1990, Title 28, United States Code, Section 3001(a), and common law.
2. This Court has jurisdiction over this action by virtue of Title 28, United States Code, Section 1345.
3. That the defendant, Tom J. Bomberger, Jr., is a resident of the Middle District of Alabama.
4. That the defendant owes plaintiff the total sum of \$75,016.76 (\$62,712.68 principal, plus interest in the amount of \$12,304.08, as of November 29, 2006), plus interest at the rate of 7.14 percent per annum thereafter until the date of judgment, according to the Certificate of Indebtedness and Promissory Note attached hereto as Exhibits A and B.
5. Written demand has been made upon defendant for the amount of this claim, but

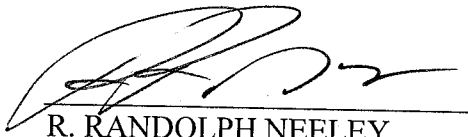
defendant has failed and refused to make payment thereof.

Wherefore, plaintiff demands judgment against defendant in the amount of \$75,016.76, plus interest at the rate of 7.14 percent per annum thereafter to the date of judgment, and interest at the legal rate from the date of judgment until paid in full, for cost of suit and other proper relief.

DATED January 9, 2007.

LEURA G. CANARY
UNITED STATES ATTORNEY

By:

A handwritten signature in black ink, appearing to read 'R. Neeley', is written over a horizontal line.

R. RANDOLPH NEELEY
Assistant United States Attorney
Bar No. 9803-E56R

Post Office Box 197
Montgomery, AL 36101
Telephone: (334) 223-7280
Facsimile: (334) 223-7201

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Tom J. Bomberger, Jr.
AKA Tom J. Bomberger
819 Cheyenne Ave.
Auburn, AL. 36830-3223
Account No. 266086346

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from November 29, 2006.

On or about February 2, 1999, the borrower executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education ("Department"). This loan was disbursed for \$52,571.98 on February 8, 1999, at a variable rate of interest not to exceed 8.25 percent—to be established annually by the Department pursuant to 20 U.S.C. § 1087e. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on March 25, 2003. Pursuant to 34 C.F.R. § 685.202(b), a total of \$10,140.70 in unpaid interest was capitalized and added to the principal balance.

The Department collected \$1,550.00 from the borrower. The borrower now owes the United States the following:

Principal:	\$62,712.68
Interest:	\$12,304.08

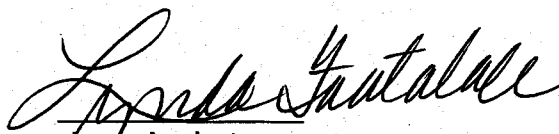
Total debt as of November 29, 2006: \$75,016.76

Interest accrues on the principal shown here at the current rate of 7.14 percent and a daily rate of \$12.26 through June 30, 2007, and thereafter at such rate as the Department established pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e(b).

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on

12/20/06


Loan Analyst

Lynda Faatalale
Loan Analyst

A

**Direct
Loans**

266086346

Federal Direct Consolidation Loan

1825144

Promissory Note

RPN112

OMB No. 1840-0693
Form Approved
Exp. Date 7/31/99

William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Section A: Borrower Information (Completed by U.S. Department of Education)TOM J. BOMBERGER
819 CHEYENNE AVE
AUBURN, AL 36830If any of the preprinted personal information is incorrect, check here ☐.
put a line through any incorrect information, enter it correctly below, and
initial the correction.

Borrower's SSN

2 6 6 0 8 6 3 4 6

Spouse's SSN (if applicable)

Borrower's Name TOM J. BOMBERGER

Spouse's Name (if applicable)

Permanent Street Address 819 CHEYENNE AVECity, State, Zip Code AUBURN, AL 36830Home Area Code / Telephone Number (334) 821-8175**Section B: Loans Consolidated**

Loan Identification Number	Loan Type	Amount
266086346S99G77778101 01	Direct Subsidized Consolidation Loan	\$34,247.11
266086346U99G77778101 01	Direct Unsubsidized Consolidation Loan	\$18,651.10
	Direct PLUS Consolidation Loan	
Total	Direct Consolidation Loan	\$52,898.21

Section C: Promissory Note (Continued on reverse side)

To be completed and signed by borrower and spouse, if applicable.

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that ED will on my behalf send funds to the holder(s) of the loan(s) in order to pay off this loan(s). I further understand that the amount of this loan equals the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this Promissory Note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

I understand that the total amount of this loan may exceed the amounts listed above under Loans Consolidated if I do not continue to make monthly payments to my current loan holder(s) until the time I am notified that my Federal Direct Consolidation Loan has been made or because of collection costs or additional interest that may accrue after the date this Promissory Note was prepared. I understand that I am obligated to repay these additional amounts under the terms of this Promissory Note.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, including the text on the reverse side, even if I am advised not to read the Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with a written request that confirms Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Signature of Borrower

Tom J. Bomberger

Signature of Spouse (if consolidating jointly)

Date 2-2-99

Date

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